

PART I – SF 1449 CONTINUED**IMPORTANT NOTICES TO OFFERORS:**

1. The Government plans to award a two (2) year Firm Fixed-Price Requirements-Type contract(s) for Aviator's Breathing Oxygen (ABO) and Liquid Nitrogen (LN2) as specified in the schedule. The contract(s) will be FOB Destination.
2. Offerors interested in attending a site visit at the customer location are reminded that site visits will be conducted in accordance with the RFP clause entitled SITE VISIT (L54.02). A specific date and time for the site visit will be established for the customer location, at Naval Air Station Joint Reserve Base, New Orleans, LA, if requested by potential offeror(s). Due to road and access conditions and specific tank interface requirements that may affect delivery, it is highly encouraged that offerors consider attending the scheduled site visit at the customer location in New Orleans, LA prior to submitting a proposal under the solicitation.
3. All offerors must comply with the requirements listed in Clause L2.35 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY) (DESC AUG 2007). All offers will be evaluated in accordance with Clause M2.14 EVALUATION – COMMERCIAL ITEMS (AEROSPACE ENERGY) (DESC APR 2006).
4. Central Contractor Registration (CCR) is required and is available at www.ccr.gov/index.cfm or (888) 352-9333 #3.
5. For questions regarding Small Business or Small Disadvantage Business affairs, offerors are directed to Mrs. Lula Manley of the DESC Small Business Office at 703-767- 9678 or 800-523-2601.
6. The address for overnight delivery of proposals resulting from this solicitation is as follows:

Department of Defense
 Defense Energy Support Center
 Attn: Janell A. Davila
 DESC-MK, Bldg 1621-K
 1014 Billy Mitchell Blvd, Ste 128
 San Antonio, Texas 78226

SOLICITATION FORMAT

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PART I – SF 1449 CONTINUED**DESCRIPTION/SPECIFICATIONS****B1.09-2 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (AEROSPACE ENERGY)
(DESC APR 2006)**

(a) This is an indefinite quantity contract for the purchase of supplies (and/or services, if applicable) to be furnished during the contract term. The delivery points, methods of delivery, and estimated quantities are specified in the Schedule as contract line item numbers (CLINs). The quantities shown are best estimates of required Government quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered/loaded may be greater than or less than such quantities as allowed by the VARIATION IN QUANTITY clause.

(b) The following provisions apply **ONLY** if the applicable box is checked:

(1) [X] This is a REQUIREMENTS-TYPE contract. The Government agrees to order from the Contractor and the Contractor shall deliver, if orders are placed by the DESC Contracting Officer during the contract period, all items awarded under this contract, as allowed by the REQUIREMENTS clause. A Blanket Delivery Order is considered “an order”, for the purposes of this clause.

(2) [] This is an INDEFINITE DELIVERY/INDEFINITE QUANTITY contract. The Government agrees to order from the Contractor and the Contractor shall deliver, if orders are placed by the Contracting Officer during the contract period, at least the quantity of supplies or services designated in the Schedule as the “minimum”, as allowed by the INDEFINITE QUANTITY clause. A Blanket Delivery Order is considered “an order”, for the purposes of this clause

(3) [X] Orders issued by the Ordering Officer at the destination location are considered extensions of the Blanket Delivery Order issued by the DESC Contracting Officer and, as such, may be issued orally, by facsimile or by electronic commerce methods, as allowed by the ORDERING clause.

(4) [X] The unit prices specified below shall be fixed for the term of the contract.

(5) [] The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT – STANDARD SUPPLIES clause, as contained in the Schedule.

(6) [] The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT – SEMISTANDARD SUPPLIES clause, as contained in the Schedule.

(7) [X] Items of this contract call for f.o.b. destination delivery, unless the item specifies otherwise. The destination for each item is the point of delivery shown in the particular item. Inspection for quality will be at origin with final acceptance at destination. Applicable to CLIN(s) 0001 and 0002.

(8) [X] F.o.b. destination item(s) called for under this contract shall have shipment quantity determinations performed at destination.

(9) [] Items of this contract call for f.o.b. origin delivery, unless the item specifies otherwise. Inspection and acceptance will be at origin. Applicable to CLIN(s): _____

(10) [X] Any offers received for less than the full quantity for each line item will be rejected by the Government.

(11) [] A copy of the certified weight ticket shall accompany each shipment.

(12) [X] A copy of the Certificate of Analysis shall accompany each shipment.

(13) [X] An original and one copy of the H-14 Transport Equipment Delay Certificate shall be provided with each shipment, if applicable.

(DESC 52.207-9F79)

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QTY/UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0001	LIQUID NITROGEN, TYPE II, GRADE B, CLASS 1, A-A-59503A, DATED 09 NOV 06, NSN: 6830-00-285-4769 F.O.B DESTINATION			
0001AA	YEAR ONE 1 APR 09 THROUGH 31 MAR 10	10,080 GALLONS	_____	_____
0001AB	YEAR TWO 1 APR 10 THROUGH 31 DEC 10	8,400 GALLONS	_____	_____

Ship to: Naval Air Station Joint Reserve Base, New Orleans, LA

0002	AVIATOR'S BREATHING OXYGEN, TYPE II IAW MIL-PRF-27210G, DATED 04 APR 97 NSN: 6830-0-808-9531			
0002AA	YEAR ONE 1 APR 09 THROUGH 31 MAR 10	41,940 GALLONS		
0002AB	YEAR TWO 1 APR 10 THROUGH 31 DEC 10	34,950 GALLONS		
0003	DETENTION CLAUSE F3.10 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (AEROSPACE ENERGY) (DESC DEC 2007)	PER ¼ Hour	_____	
0004	SERVICES, TANK REPAIR	PER OCCURANCE		<u>TO BE NEGOTIATED</u>

C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the most recent Department of Defense Index of Specifications and Standards (DODISS) and any applicable supplement. The basic DODISS is issued on July 1st every year; supplementals thereto are issued every other month thereafter, those dates being September 1st, November 1st, January 1st, March 1st, and May 1st.

(DESC 52.246-9FT1)

C900 STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS (AEROSPACE ENERGY) (DESC APR 2006)

1. DESCRIPTION OF REQUIREMENT - The Defense Energy Support Center (DESC), Defense Logistics Agency, as the Department of Defense (DoD) Integrated Materiel Manager (IMM), for Aerospace Energy products and services, requires production and delivery of Liquid Nitrogen (LN2) and Aviator's Breathing Oxygen (ABO) to Naval Air Station JRB New Orleans. The Contractor shall provide all supplies, management, tools, equipment, transportation, and labor required to support the LN2 and ABO for NAS JRB New Orleans. The LN2 is used for aircraft tires, struts, and fuel tanks and the ABO for various aircraft/aircrew life support systems. All deliveries shall be FOB Destination into Government owned tanks at NAS JRB New Orleans.

2. PRODUCT SPECIFICATION AND TESTING REQUIREMENTS:

a. LN2 (NSN 6830-00-285-4769) shall conform to the requirements of Type II, Grade B, Class 1 of Commercial Item Description, Nitrogen, Technical A-A-59503A, dated 9 Nov 2006.

b. The ABO (NSN 6830-00-808-9531) shall meet the requirements of Type II, of specification MIL-PRF-27210G, dated 4 Apr 1997, and Amendment 1, dated 24 Jan 00 as modified below:

(1) **Paragraph 4.2.1 of MIL-PRF-27210G** : Pre-production samples are not required if the offeror's fillpoint is already supplying one or more DoD locations with ABO in accordance with all the requirements of MIL-PRF-27210G including the requirement for submitting periodic samples to a government approved laboratory (paragraph 4.2.2).

(2) **Paragraph 4.2.2 of MIL-PRF-27210G** : The requirement for the ABO supplier to submit a representative sample of the product to a Government approved lab every 45 days for the duration of the contract is changed to requiring samples to be submitted every 60 days.

(i.) Pre-production samples (if required) and all periodic (60 day) sample submissions shall be submitted at the contractor's expense to a laboratory listed in the below ABO sample submission table. Contractor's submitting samples shall tag the sample to clearly identify the contractor's name, contract number, product being sampled, location the sample was taken from, date the sample was taken, and be marked as either **Pre-production Sample** or **Periodic Sample** as appropriate. The submitting contractor shall also arrange return postage for sample containers so that the assigned government laboratory can return them to the sample submitter.

ABO SAMPLE SUBMISSION TABLE	
SUPPLIER FILLPOINTS LOCATED IN THE BELOW STATES:	ARE ASSIGNED THE BELOW LABS FOR SUBMITTING PRE-PRODUCTION AND PERIODIC SAMPLES:
AR, CN, DE, IL, IN, IA, KS, KY, ME, MD, MA, MI, MN, MO, NE, NH, NJ, NY, NC, ND, OH, OK, PA, RI, TN, TX, VT, VA, WV, WI	Aerospace Fuels Laboratory (FP2070) HQ AFPET / PTPLA 2430 C Street Bldg 70 Area B Wright-Patterson AFB OH 45433-7632 PH (937)255-2946
AK, AZ, CA, CO, HI, ID, MT, ND, NV, NM, OR, UT, WA, WY	Aerospace Fuels Laboratory (FP2075) HQ AFPET / PTPLE 1747 Utah Ave Bldg 6670 Vandenberg AFB CA 93437-5220 PH (805)606-5873
AL, FL, GA, LA, MS, SC	Aerospace Fuels Laboratory (FP2078) HQ AFPET / PTPLH 15251 Scrub Jay Street Bldg 54800 Cape Canaveral AFS FL 32920 PH (321)853-5441 Or Navair Depot Jacksonville Materials Engineering Lab Code 4.9.7.5 Building 793 Jacksonville FL 32212-0016

(3) Regarding **Paragraph 4.3.4.1 of MIL-PRF-27210G**: A representative sample of Type II may also be obtained by withdrawing a sample from the sampling port on the shipping container directly into the analytical instrument(s).

(4) The entire contents of a Type II oxygen shipping conveyance offered for acceptance by the Government should be produced from a facility that meets all of the requirements of paragraph 2.b. of this SOO. If the shipping conveyance contains any liquid product that was not produced from an approved facility (such as a product heel from a different fill point), a representative sample shall be drawn from the conveyance (after filling) and tested to determine compliance with the requirements of paragraphs 3.2, 3.3 and Table I of the specification.

c. In addition to the reports required elsewhere within this contract, one copy of a certificate of analysis for each sample required by the specification shall be sent to DESC-QT/QA within three days after the analysis of that sample. The analysis report shall be emailed to tech.prop@dla.mil or faxed to the attention of DESC-QT/QA at (210) 925-8048.

3. DELIVERY REQUIREMENTS:

a. Ship to:

NAS JRB New Orleans
Air Operations
400 Russell Ave, Bldg 133
New Orleans, LA 70143

b. LN2 will be delivered into the following government owned storage vessels:

<u>Installation</u>	<u>Storage Capacity (gallons)</u>	<u>MAWP</u>	<u>TANK NSNs*</u>
NAS JRB New Orleans	(1) 1,000 gallons	55 psig	3655-01-222-5309

c. ABO will be delivered into the following government owned storage vessels:

<u>Installation</u>	<u>Storage Capacity (gallons)</u>	<u>MAWP</u>	<u>TANK NSNs*</u>
NAS JRB New Orleans	(1) 2,000 gallons	55 psig	3655-01-228-8891

4. FILL LINE RESTRICTION ORIFICE: The Service tank owners have confirmed that according to their interpretation of CGA position statement PS-8-2003 the tank designs and operating procedures for low pressure tanks offered for filling under this contract should adequately protect against over-pressurization during filling. If it is determined during supplier site visits or upon review of tank technical information that additional overpressure protection is required, the successful offeror shall be required to provide and install the additional tank over-pressurization protection. Offeror may propose to install an adequately sized restriction orifice on the tank fill line. Offeror's proposal shall describe in detail the type and the unit price of the over-pressurization protection device that they intend to use. Offerors shall be paid a unit price per tank for this service under the CLIN titled "Services – FILL LINE RESTRICTION ORIFICE". Note – Orifices shall not be installed on Government owned storage tanks prior to coordinating planned modification with DESC-MK and the activity that physically possesses the tank(s).

5. TANK HOT FILLS: Occasionally, the contractor may be required to perform a "Hot Fill" in order to cool-down and refill any tank that has gone empty and is warm.

6. DELIVERY HOURS:

<u>Location</u>	<u>Hours</u>	<u>Days</u>
NAS JRB New Orleans	0900 - 1400	Wednesday - Friday, excl. Federal holidays

7. METHOD OF MEASUREMENT: Delivery trucks shall be equipped with calibrated flow meters for making destination quantity delivery determinations.

8. DELIVERY LEAD TIME FOR FOB DESTINATION: Product shall be delivered within seven (7) working days after receipt of an order from the appointed Ordering Officer, unless a longer period of time is stated on the order.

9. SECURITY: For access to the premises, the driver shall provide a valid driver's license, insurance, and vehicle paperwork, and shall be escorted at all times at each destination.

10. PRODUCT ORDERS:

a. The DESC Contracting Officer will issue blanket Delivery Orders (DD Form 1155) for obligation of funds for orders to be issued during that specific timeframe by the appointed Ordering Officer IAW Clause I211, ORDERING.

b. The contractor shall advise **DESC-MIC** and the using activity of the following:

List of personnel available on a 24-hour per day basis regarding shipments. The list shall include full name, office telephone number, home telephone number, fax number, and e-mail (if available) and be kept updated with changes.

11. PRE-DELIVERY COMPLIANCE INSPECTIONS/TANK REPAIRS: If during inspection of customer tanks the Supplier identifies any compliance issues that require tank modifications/repairs, the Supplier shall provide to DESC a detailed description (including any applicable drawings) and a proposed cost for work required to be performed. DESC shall notify the customer and coordinate the service with the customer for approval. After all necessary reviews/approvals have been received; DESC will issue a delivery order. The Supplier shall coordinate the initiation of work to be performed with the tank location. Supplier shall not begin work until informed by the tank location that they may proceed with the repair/modification.

PACKAGING AND HANDLING

D10 PACKAGING REQUIREMENTS (AEROSPACE ENERGY) (DESC APR 2006)

(a) The Contractor shall be responsible for ensuring the hazardous materials shipment is in full compliance with all applicable packaging/packing, marking, labeling, placarding, blocking and bracing, and palletizing and shipping certifications in force and effect on the date of the shipment in accordance with the following applicable rules and regulations for the individual hazard, ultimate destination, and mode of transportation:

- (1) Title 49 of the Code of Federal Regulations (49 CFR) -- Packaging.
- (2) DLA 4145.3, Preparing Hazardous Materials for Military Air Shipments.
- (3) International Air Transport Association (IATA) -- Dangerous Goods Regulations.
- (4) International Civil Aviation Organization (ICAO) -- Technical Instructions for the Safe

Transportation of Dangerous Goods by Air.

(5) International Maritime Organization (IMO) -- International Maritime Dangerous Goods (IMDG) Code (for overseas shipments by vessel).

- (6) MIL-STD 129, Standard Practice for Military Marking (for military destinations).
- (7) MIL-HDBK 774, Department of Defense Handbook, Palletized Unit Loads (for guidance only).
- (8) ASME MH 1.8, Wood Pallets.

(b) Contractor commercial packaging (ASTM D 3951) shall also be in compliance with the requirements listed.

(DESC 52.223-9F17)

INSPECTION AND ACCEPTANCE

E1.15 CONTRACTOR INSPECTION RESPONSIBILITIES (AEROSPACE ENERGY) (DESC APR 2006)

(a) QUALITY CONTROL PLAN.

(1) The Contractor shall provide and maintain an inspection system and a written Quality Control Plan (QCP) acceptable to the Government. If the Contractor is ISO certified Q91 (ISO9001) Quality Management Systems, they have the option to offer their Q91 inspection system as their QCP provided their Q91 written plan incorporates all the QCP elements identified below. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services.

(2) The QCP shall include--

(i) A schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points;

- (ii) Sampling procedures.
- (iii) Sample testing methods/procedures;
- (iv) Analytical and measuring equipment calibration program;
- (v) Loading/shipping procedures;
- (vi) Records maintenance and reports preparation/distribution; and
- (vii) Corrective action procedures.

(b) The Contractor shall perform all inspection tests required by the specification/item description of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. The Contractor shall notify the QR in sufficient time to permit inspection by the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

(DESC 52.246-9FE2)

E6 CERTIFICATE OF CONFORMANCE (DESC JAN 2004)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the Material Inspection and Receiving Report (DD Form 250) or other authorized document that is distributed to the payment office (Block 12 of the DD Form 250). A copy shall also be sent with the shipment and to the CAO (Block 10 of the DD Form 250); however, the CAO copy shall only be sent if specifically requested by the Contracting Officer.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____
 [insert Contractor's name] furnished the supplies or services called for by Contract No. _____
 via _____ [Carrier] on _____ [identify the
 bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the
 supplies or services are of the quality specified and conform in all respects with the contract requirements,
 including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item
 identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

(DESC 52.246-9F01)

E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)

The Quality Office assigned inspection responsibility under this contract is

TO BE DETERMINED AT TIME OF AWARD.

(DESC 52.246-9F35)

E33.10 MANUFACTURING AND FILLING POINTS (AEROSPACE ENERGY) (DESC JUL 2008)

(a) Provide the name, complete addresses and telephone number of the manufacturing and filling points for each product to be furnished, and identify the filling points as primary or secondary.

<u>PRODUCT</u>	<u>NAME, COMPLETE ADDRESS AND TELEPHONE NUMBER OF MANUFACTURING POINT/FILLING POINT</u>
LIQUID NITROGEN, Type II, Grade B, Class 1, A-A-59503A, DATED 9 NOV 06,	_____ _____ _____
AVIATOR'S BREATHING OXYGEN Type II, MIL-PRF-27210G, DATED 4 APR 97	_____ _____ _____

(b) Suppliers that list primary and alternate manufacturing/filling points for supporting the same requirement shall provide a 30 calendar day notice to the Government prior to offering an initial shipment from an alternate manufacturing/filling point.

(c) For f.o.b. origin shipments, the contract price shall not be adjusted if a Contractor uses a different fill location other than the primary fill point during contract performance. However, if the use of the alternate fill point

results in increased costs to the Government, such as transportation costs, the Contractor agrees to reimburse the Government for those increased costs.

(DESC 52.246-9F51)

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)

(a) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production of each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a waiver, not a deviation, through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is **(800) 286-7633** or **(703) 767-8420**; **(DSN) 427-8420**.

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

DELIVERIES OR PERFORMANCE**F1.37 DETERMINATION OF QUANTITY FOR AVIATOR'S BREATHING OXYGEN AND LIQUID NITROGEN****(AEROSPACE ENERGY) (DESC MAY 2007)**

(a) **CONUS QUANTITY DETERMINATIONS.** The quantity of supplies furnished to CONUS locations under this contract shall be determined at the receiving activity on the basis of a Contractor-furnished (truck/trailer mounted) calibrated flow meter.

(b) **OCONUS QUANTITY DETERMINATIONS.** The quantity of supplies furnished to OCONUS locations under this contract shall be determined at the receiving activity on the basis of a Contractor-furnished (truck/trailer mounted) calibrated flow meter or weight using calibrated weight scales.

(c) The Government retains the right to have a Government representative witness quantity measurements performed by the Contractor.

(d) **MEASUREMENT STANDARDS.** All flow meters and weight scales used in determining product volume shall be calibrated within the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter or scale manufacturer or every 12 months, whichever is more frequent. The net quantity shipped shall be reported in whole gallons on the DD Form 250 or commercial equivalent, whichever is applicable.

(e) **CONVERSION FACTORS.** When meters or weight scales are used to measure in units other than gallons, a conversion to gallons will be calculated using the below conversion factors:

(1) For Aviator's Breathing Oxygen.

<u>To convert from --</u>	<u>Divide by --</u>
Standard cubic feet*	115.1
Normal cubic meters*	3.025
Liters (as liquid)	3.785
Pounds	9.527
Kilograms	4.321

(2) For Liquid Nitrogen.

<u>To convert from --</u>	<u>Divide by --</u>
Standard cubic feet*	93.11
Normal cubic meters*	2.447
Liters (as liquid)	3.785
Pounds	6.746
Kilograms	3.060

*Standard cubic foot gas measured at 1 atmosphere and 70 °F. Normal cubic meter gas measured at 1 atmosphere and 0°C.

(DESC 52.211-9FB8)

F3.04 TRANSPORTATION OF HAZARDOUS MATERIALS (AEROSPACE ENERGY) (DESC APR 2006)

The Contractor shall be responsible for ensuring the transportation of hazardous materials is in full compliance with all applicable rules and regulations below that are in force and effect on the date of the shipment for the individual hazard, ultimate destination, and mode of transportation:

(a) Title 49 of the Code of Federal Regulations (49 CFR) -- Transportation.

(b) DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipments.

(c) International Air Transport Association (IATA) -- Dangerous Goods Regulations.

(d) International Civil Aviation Organization (ICAO) -- Technical Instructions for the Safe Transportation of Dangerous Goods by Air.

(e) International Maritime Organization (IMO) -- International Maritime Dangerous Goods (IMDG) Code (for overseas shipments by vessel).

(DESC 52.247-9FJ6)

F3.10 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (F.O.B. DESTINATION) (AEROSPACE ENERGY) (DESC DEC 2007)

(a) The Contractor shall be paid for detention beyond free time for delays caused by the Government. Free time will commence at the time the Contractor's transport truck or truck and trailer arrives at the delivery destination (receiving tank identified in the contract) and will end when the carrier is released. For items involving multiple drops, time between drops will not be included in the free time. The attached Form H-14, Transport Equipment Delay Certificate, shall be completed to show the date and time the carrier arrived and departed and the reason(s) for the delays. This form must be signed by both the driver and unloading personnel. A signed copy of this form must be sent to--

ATTN: DESC-MIC (INVOICE MONITOR)
BUILDING 1621-K
1014 BILLY MITCHELL BLVD, SUITE 128
SAN ANTONIO, TX 78226

(b) A minimum of two hours time is required by the Government. If Contractor free time is beyond two hours, indicate here: _____.

(c) The rate for detention shall be comparable to regulated tariffs governing the local area of the receiving activity. The rate for detention shall be stated by quarter hour.

(d) The above will not be considered in the evaluation of offers for award, except that free time of less than two hours or detention rates not comparable to regulated tariffs may render an offer unacceptable/bid nonresponsive.

(e) **Detention Costs:** Invoices for detention costs will be forwarded directly to the address stated above.

(DESC 52.247-9FK3)

F21 CONTRACTOR NOTICE REGARDING LATE DELIVERY (DESC APR 1968)

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery Schedule or date, it shall immediately notify the Contracting Officer, in writing, giving pertinent details; PROVIDED, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery Schedule or date or of any rights or remedies provided by law or under this contract.

(DESC 52.242-9FM1)

CONTRACT ADMINISTRATION DATA

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS FOR DOMESTIC AND FOREIGN SUPPLIERS WHO CHOOSE TO BE PAID BY THE CORPORATE TRADE EXCHANGE WHEN THE RECEIVING BANK IS LOCATED IN THE UNITED STATES .

G152 SUBMISSION OF INVOICES FOR PAYMENT (AEROSPACE ENERGY) (DESC DEC 2007)

(a) Supporting documentation required for processing payment to the Contractor after delivery of product shall be the original of the DD Form 250, Material Inspection and Receiving Report, or an original of its commercial equivalent. If required by the Schedule, a copy of the certified weight ticket shall accompany each shipment.

(1) **FOR F.O.B. ORIGIN DELIVERIES.** The original DD Form 250 or commercial equivalent shall have been certified by the Government's Quality Assurance Representative (QAR) and have the QAR's typed name, title, mailing address and office phone number included on the document.

(2) **FOR F.O.B. DESTINATION DELIVERIES.** The original DD Form 250 or commercial equivalent shall be provided to the customer/Defense Fuel Support Point (DFSP) to verify receipt of the product at the time of delivery who shall provide the original DD Form 250 or commercial equivalent to a Government representative to

certify acceptance of the delivery. For f.o.b. destination deliveries that require f.o.b. origin inspection, the DD Form 250 shall have both the origin QAR's and the customer's/DFSP's signatures.

(3) **FOR C.O.C. DELIVERIES.** The original DD Form 250 or commercial equivalent shall be certified by the Contractor, in accordance with the applicable contract clause, verifying delivery in accordance with contract terms and conditions and the Schedule.

(b) The Contractor shall directly fax the original product invoice along with the original DD Form 250 or commercial equivalent, as described above, within 15 calendar days of delivery, into the Electronic Document Management system at **866-313-2340** or **(614) 693-2630**.

(c) In addition, the Contractor shall concurrently mail a copy of the signed DD Form 250 or commercial equivalent and, if required by the Schedule, a copy of the certified weight ticket to—

DESC-MIC (INVOICE MONITOR)
1014 BILLY MITCHELL BLVD
SAN ANTONIO, TX 78226

FAX: 210-925-8048, ATTN: DESC-MIC (Invoice Monitor)

(d) If the contract involves services such as lease of Contractor-furnished equipment, services of any nature, and/or additional service charges otherwise allowed by the Schedule, such as Delay and Standby, the Contractor shall submit a separate service original invoice to the DESC-MIC Invoice Monitor at the address shown in paragraph (c) above. Unless stipulated otherwise in the contract, all invoices for service will be submitted after the services have been performed. In the case of leased containers, the invoice shall also include the container serial number or other unique identifier as well as information relative to the product that the container supports, i.e., name of the product, NSN, etc.

(DESC 52.232-9FF2)

PART II – CONTRACT CLAUSES

11.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2007) (FAR 52.212-4) IBR

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

☐ (4) [RESERVED]

☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
 - ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
 - ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10) 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - ☐ (ii) Alternate I (Jun 2003) of 52.219-23.
- ☐ (12) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☒ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- ☒ (16) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- ☒ (17) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- ☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
- ☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
- ☐ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☒ (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
 - ☐ (ii) Alternate I (Aug 2007) of 52.222-50.
- ☐ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☒ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

[] (27) 52.223-16, IEEE 1680 Standard for the Government Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

[] (ii) Alternate I (Dec 2007) of 52.223-16.

[] (28) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).

[] (29) (i) 52.225-3, Buy American Act – Free Trade Agreements – Israeli Trade Act (Jun 2006) (41 U.S.C 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-53).

[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[] (30) 52.225-5, Trade Agreements (Aug 2007) (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).

[] (31) 52.225-13, Restriction on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (36) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[] (37) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

[] (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Sep 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et. seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.225-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(FAR 52.212-5)

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ (1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ (2) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

☐ (3) 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

☐ (4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

☐ (5) 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

☐ (6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

☐ (7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

☐ (8) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006); (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

☐ (9) 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ (10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ (11) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ (12)(i) 252.225-7036, Buy American Act – Free Trade Agreements – Balance of Payments Program (MAR 2007) 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ (ii) Alternate I (OCT 2006) of 252.225-7036.

☐ (13) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

☐ (14) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248) and similar sections in subsequent DoD appropriations acts).

☐ (15) 252.227-7015, Technical Data – Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ (16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

[] (17) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

[] (18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

[] (19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

[X] (20) (i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

[] (ii) Alternate I (MAR 2000) of 252.247-7023.

[] (iii) Alternate II (MAR 2000) of 252.247-7023.

[X] (iv) Alternate III (MAY 2002) of 252.247-7023.

[] (21) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pubic Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

ADDENDUM TO 1.03-1 (FAR CLAUSE 52.212-4)

11.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>

DLAD: <http://www.dla.mil/j-3/j-336>

(c) **All DESC clauses and provisions are contained in full text in this document.**

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
L2.11-2	FAR 52.215-5	FACSIMILE PROPOSALS (OCT 1997) (c) (210) 925-1963 or (210) 925-9758 - Secure
L5.01-1 L 74	DLAD 52.233-9000 FAR 52.216-1	AGENCY PROTESTS (SEP 1999) – DLAD TYPE OF CONTRACT (APR 1984) <u>Firm Fixed-Price Requirements-Type Contract</u>

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E5 F18	FAR 52.246-2 FAR 52.247-34	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996) F.O.B. DESTINATION (NOV 1991)
F105	FAR 52.211-16	VARIATION IN QUANTITY (APR 1984) (b) The permissible variation shall be limited to-- <u>10%</u> Percent increase <u>10%</u> Percent decrease
I1.07	DFARS 252.204-7004	CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (OCT 2003/NOV 2003)
I11.04 I25 I84	FAR 52.242-13 FAR 52.227-1 FAR 52.216-21	BANKRUPTCY (JUL 1995) AUTHORIZATION AND CONSENT (DEC 2007) REQUIREMENTS (OCT 1995) (f) 60 days after expiration of the ordering period.
I198 I211	DFARS 252.243-7001 FAR 52-216-18	PRICING OF CONTRACT MODIFICATIONS (DEC 1991) ORDERING (OCT 1995) (b) <u>From Date of Award To 31 Dec 2010</u> (DESC 52.252-9F08)

I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS (DESC FEB 1996)

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

(DESC 52.249-9F20)

I190.06 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)

(a) The Contractor agrees to submit to the Contracting Officer, upon request, a Material Safety Data Sheet (MSDS) that meets the requirements of 29 CFR 1910.1200(g) and the latest revision of Federal Standard No. 313 for all requested contract items. MSDSs must cite the contract number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(b) The data on the MSDSs must be current and complete, reflecting the final composition of the product supplied. Should the description /composition of the product change in any manner from a previously submitted MSDS, the Contractor shall promptly provide a new MSDS to the Contracting Officer.

(DESC 52.223-9F06)

I209.09 EXTENSION PROVISIONS (DESC APR 2003)

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)

PART III – CONTRACT DOCUMENTS AND OTHER ATTACHMENTS

Performance Specification MIL-PRF-27210G, DATED 4 APR 1997
Contractor Past Performance Data Sheet
H-14, Transport Equipment Delay Certificate

Attachment 1
Attachment 2
Attachment 3

PART IV – SOLICITATION PROVISIONS**INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS****ADDENDUM TO L2.05 (FAR 52.212-1)****L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)**

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

L2.11-4 E-MAIL PROPOSALS (DESC APR 2005)

(a) Offerors may submit proposals via e-mail. E-mail proposals are subject to the same rules as paper proposals.

(b) E-mail receiving data and compatibility characteristics are as follows:

(1) E-mail address: Christina.Sylvester@dla.mil

(2) The Defense Energy Support Center accepts attachments in—

(i) Adobe Acrobat;

(ii) Microsoft Excel;

(iii) Microsoft Word; and

(iv) Microsoft PowerPoint.

(c) Initial proposals, modifications and proposal revisions submitted via e-mail must contain a signature.

(d) Attachments that are not in .pdf file format must be sent password protected for “read only” to ensure the integrity of the data submitted.

(e) Proposals submitted electronically through a single e-mail must be no more than 15 MB. DESC’s mail server will reject messages larger than 15 MB.

(f) The DESC e-mail filter will scan the incoming e-mail and attachments for viruses and key words. Abbreviations for terms such as “Analysts” or using “3Xs” as placeholders in a document are found in the filter’s adult content library and may result in the e-mail delivery being delayed. Offerors are encouraged to verify receipt of e-mail offers by contacting the Contracting Officer prior to the solicitation closing time.

(g) If any portion of an e-mail proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the offeror and permit the offeror to resubmit the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror and the resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complied with the e-mail submissions instructions provided in this paragraph and with the time and format requirements for resubmission prescribed by the Contracting Officer.

(h) The Government reserves the right to make award solely on the e-mail proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete signed original proposal.

(DESC 52.215-9FA8)

L2.35 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY) (DESC AUG 2007)

Proposals shall be submitted in two sections and clearly labeled **Price Proposal** and **Technical**

Proposal.

(a) **PRICE PROPOSAL.** The following items shall comprise the price proposal for this solicitation:

(1) In the Schedule, Section B, Supplies or Services and Prices/Costs, shall be completed for each Contract Line Item Number (CLIN) unless the Schedule notes that multiple awards will be made. In that case, the offeror may select which CLINs against which to submit an offer (unless otherwise specified in the solicitation);

(2) The Standard Form 1449 must be completed, as well as the MANUFACTURING AND FILLING POINTS and TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (AEROSPACE ENERGY) clauses, if included, and all certifications and representations contained in Section K of the solicitation; and

(b) **TECHNICAL PROPOSAL.**

(1) **NONCOST FACTOR 1: TECHNICAL CAPABILITY.** The offeror shall provide a technical proposal by completing the fill-in data requested in paragraphs (b)(1)(i) through (b)(1)(iv) and attaching supply commitment letters requested in paragraph (b)(1)(iv). The offeror may submit continuation sheets with this fill-in provision to provide additional technical narrative, however, the complete technical proposal, exclusive of any résumés, drawings, or blueprints, shall not exceed 12 pages. The proposal will be evaluated strictly on technical merit and should describe and justify the offeror's technical approach to the requirements of the work to be performed and/or delivery of product under the contract. The technical proposal should be specific and provide concise, straight-forward descriptions of the offeror's capability to perform the requirements of the contract. Proposals that are unrealistic in terms of the description of the offeror's technical capability may be considered indicative of a lack of understanding of the solicitation's requirements. Technical proposals shall include the following (any element you do not address shall be identified as "N/A"):

(i) **Description of how the offeror will ensure a reliable supply of products/services to meet the annual estimated quantities stated in the RFP schedule.**

(A) Production capability per day of proposed fill plant.

(B) Plant storage capacity for product offered.

(C) If offeror will be making deliveries to customers, describe type, number and size of containers that will be used for making deliveries.

(D) If the contract requires maintenance and repair of Government-owned equipment, such as repairs to cylinders or tube trailers, describe how such services will be performed to meet solicitation requirements.

(E) Describe offerors proposed quality sampling plan that will be implemented to assure individual shipments made under this solicitation meet the product quality requirements stated in the applicable specification or product description.

(ii) Description of Contractor-furnished equipment at a location other than the Contractor's facility (e.g., on Government property).

(A) Describe all Contractor provided equipment to include a description of size, certifications, instrumentation (including alarms), design parameters, etc.

(B) Include a timeline for the purchase, installation, testing and commissioning of the equipment.

(iii) If applicable, describe the method for securing delivery container and/or cargo tank openings with tamper indicating devices (i.e., seals) to prevent tampering and/or pilferage from the time the cargo tank is loaded until it is delivered to its destination. (Refer to the CONTRACTOR SEAL REQUIREMENT clause.)

(iv) For solicitations containing product CLINs, if the offeror is not the manufacturer of the product to be delivered under the contract, the offeror shall provide a detailed description of where the product(s) will be obtained. The offeror shall attach any written supply commitments that clearly indicate—

(A) The offeror's supplier is willing to provide the products and/or services required to be delivered/performed under any resultant contract for the duration of the delivery period shown in the Schedule; and

(B) Confirmation of the quantity and specification of the products to be delivered;

(2) **NONCOST FACTOR 2: PAST PERFORMANCE.** The offeror shall submit information regarding its past performance on the form entitled CONTRACTOR PERFORMANCE DATA REPORT, as attached to the solicitation. All contracts and subcontracts (completed or in progress) for the last three years awarded by DESC as well as other (completed or in progress) Government agencies or the private sector that are related to the proposed contract shall be included on the form. Failure to submit a complete list may reflect adversely on the offeror. The number of relevant past performance efforts submitted in accordance with the attachment shall not exceed five for the prime offeror. The Government reserves the right to make telephone contact with offerors, proposed subcontractors and references in order to confirm and/or clarify the past performance information submitted. The Government has the option to consider information from these sources, and any others that may be available, that it deems necessary in order to make an accurate assessment of the offeror's past performance. In addition, the offeror should provide additional information on any significant problems encountered and corrective actions taken under contract(s) which would otherwise cause an unacceptable rating in this factor.

(c) **EXCEPTIONS.** Exceptions (price or technical) taken to the terms and conditions of the solicitation and/or any of its formal attachments shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain the impact, if any, on the performance, price, and specific requirements of the solicitation. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

(DESC 52.215-9F98)

L54.02 SITE VISIT (AEROSPACE ENERGY) (DESC APR 2006)

(a) It is the responsibility of the offerors to inspect the site where supplies are to be delivered and/or services are to be performed and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery as well as cost of contract performance, to the extent that the information is reasonably obtainable. Offerors are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(c) Offerors who are interested in a site inspection should not contact the customer(s) directly, but forward such request(s), in writing, directly to the DESC Point of Contact for this procurement, shown in Block 7 of the Standard Form 1449.

(DESC 52.237-9F06)

EVALUATION – COMMERCIAL ITEMS

M2.14 EVALUATION – COMMERCIAL ITEMS (AEROSPACE ENERGY) (DESC APR 2006)

(a) Award will be made on the basis of proposals meeting or exceeding the specific evaluation criteria contained in the solicitation. Non-cost factors to be evaluated shall be technical capability and past performance. In accordance with FAR 15.101-2(b)(3), proposals will be evaluated for acceptability but not ranked using the non-cost/price factors.

(b) Technical capability will be measured against requirements specified in the solicitation. As such, technical capability is considered acceptable when the offeror's proposal is in compliance with the requirements of the solicitation. Specific criteria used to judge acceptability are as follows:

(1) Acceptability of the narrative describing how the offeror will ensure a reliable supply of product/services to meet stated requirements;

(2) Acceptability of the narrative describing any Contractor-furnished equipment required to be located outside the Contractor's facility (e.g., on Government property).

(3) Acceptability of measures proposed to protect Government-owned equipment. This includes tamper and pilferage prevention measures;

(4) Acceptability of the offeror's supply commitments and sources when the offeror is not the manufacturer of the product to be delivered.

(c) Past performance shall generally include verification of performance with the offeror's past and current customers, to include Federal, State, and local governments as well as private entities. The form entitled Contractor Performance Data Sheet, located in Section J of the solicitation, may be used to provide relevant

performance history pursuant to this solicitation. In accordance with FAR 15.305(a)(2)(iv), offerors without a record of relevant past performance or for whom information on past performance is not available may not be evaluated favorably or unfavorably on past performance. Additionally, past performance data may be obtained through the Past Performance Information Retrieval System, similar systems or other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency channels, interviews with program managers and contracting officers, and other sources known to the Government (including commercial sources). Offerors will be given the opportunity to address any negative performance information resulting from the past performance assessment inquiries.

(d) After evaluating technical capability and past performance, the Contracting Officer will award to the acceptable offeror with the lowest-laid down price to the Government, which is the total estimated price to be incurred by the Government for supplying the product to the end use customer including the price of transportation (except f.o.b. destination offers). For evaluation purposes, the total evaluated price will be calculated by multiplying the Estimated Quantity by the unit price of the product. The applicable transportation rates are derived from the Surface Deployment and Distribution Command's competitively awarded carrier contracts.

(e) If options are included, the Government will evaluate offers for award purposes by adding the total lowest-laid down price for all options to the total lowest-laid down price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(f) A written notice of award or acceptance of offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(DESC 52.212-9F70)

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (JUN 2008/APR 2002/OCT 2000)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) **DEFINITIONS.** As used in this provision--

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)(1) **ANNUAL REPRESENTATIONS AND CERTIFICATIONS.** Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. **[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]**

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

☐ is

☐ is not

a small business concern.

(2) **VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that it—

☐ is
☐ is not

a veteran-owned small business concern.

(3) **SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.)** The offeror represents as part of its offer that it—

☐ is
☐ is not

a service-disabled veteran-owned small business concern.

(4) **SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

☐ is
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) **WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

☐ is
☐ is not

a woman-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) **WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

☐ is

a women owned business concern.

(7) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(8) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)**

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) **(Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(iii) **ADDRESS.** The offeror represents that its address—

☐ is
☐ is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that--

(i) It--

☐ is
☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

☐ is
☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American
☐ Hispanic American
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER

11246.

(1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that--

(i) It--

☐ has

☐ has not participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

☐ has☐ has not filed all required compliance reports.**(2) AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMG Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) TRADE AGREEMENTS CERTIFICATE (JAN 2005) (DFARS 252.225-7020). (Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (MAR 2007), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the TRADE AGREEMENTS clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

 (Line item no.)

 (Country of origin)

(g) BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 2006) (DFARS 252.225-7035). (Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (MAR 2007) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian and Canadian) end products:

(Line item number)

(Country of origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

(Line item number)

(Country of origin)

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end products:

(Line item number)

(Country of origin (if known))

(h) CERTIFICATION REGARDING RESPONSIBILITY MATTERS (EXECUTIVE ORDER 12549).

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[] are

[] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] have

[] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] are

[] are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this provision; and

(4) [] have

[] have not Within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) **The tax liability is finally determined.** The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) **The taxpayer is delinquent in making payment.** A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) **Examples.**

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it

is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) List End Product.

_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)

(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) ☐ The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) **PLACE OF MANUFACTURE.** (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) **CERTIFICATES REGARDING EXEMPTIONS FROM THE APPLICATION OF THE SERVICE CONTRACT ACT.** (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) **[The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]**

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror

☐ does
☐ does not

certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror

☐ does
☐ does not

certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for those employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this provision applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

- [] TIN: _____
 [] TIN has been applied for.
 [] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

- [] Offeror is an agency or instrumentality of a foreign government;
 [] Offeror is an agency or instrumentality of a Federal government;

(4) TYPE OF ORGANIZATION.

- [] Sole proprietorship;
 [] Partnership;
 [] Corporate entity (not tax-exempt);
 [] Corporate entity (tax-exempt);
 [] Government entity (Federal, State, or local);
 [] Foreign government;
 [] International organization per 26 CFR 1.6049-4;
 [] Other: _____.

(5) COMMON PARENT.

- [] Offeror is not owned or controlled by a common parent.
 [] Name and TIN of common parent:
 Name _____

TIN _____

(m) **RESTRICTED BUSINESS OPERATIONS IN SUDAN.** By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(FAR 52.212-3/1/II)

K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999) NOTICE.

(a) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(b) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(DESC 52.219-9F25)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States** means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
 - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.
- (DFARS 252.212-7000, **tailored**)

K15 RELEASE OF UNIT PRICES (DESC MAR 2004)

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

K33.01 AUTHORIZED NEGOTIATORS (DESC APR 2007)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K45.04 FACSIMILE INVOICING (DESC JUL 1998)

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not invoices will be submitted via FAX:

[] YES [] NO

(c) Invoicing by facsimile shall be in accordance with the procedures of the applicable paying office.

(d) **RETURN OF INVOICES BY THE PAYING OFFICE.**

(1) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the Contractor via FAX with the reason for the return clearly annotated.

(2) The offeror's/Contractor's FAX number for returning improper invoices is

(DESC 52.232-9F10)

INCH-POUND

MIL-PRF-27210G
AMENDMENT 1
24 January 2000

PERFORMANCE SPECIFICATION

OXYGEN, AVIATOR'S BREATHING, LIQUID AND GAS

This amendment forms a part of MIL-PRF-27210G, dated 4 April 1997, and is approved for use by the Departments and Agencies of the Department of Defense.

The attached insertable replacement pages listed below are replacements for the stipulated pages. When the new pages have been entered in the document, insert the amendment as the cover sheet to the specification.

NEW PAGE	DATE	SUPERSEDED PAGE	DATE
11	4 April 1997	11	Reprinted without change
12	24 January 2000	12	4 April 1997

Custodians:
Navy - AS
Air Force - 68

Preparing Activity:
Air Force - 68

(Project 6830-1043)

Review activities:
DLA - GS

Civil Agencies Coordinating Activities:
NASA - JFK

INCH-POUND

MIL-PRF-27210G

4 April 1997

SUPERSEDING

MIL-O-27210F

1 August 1990

PERFORMANCE SPECIFICATION

OXYGEN, AVIATOR'S BREATHING, LIQUID AND GAS

This specification is approved for use by all Departments and Agencies of the Department of Defense.

1. SCOPE

1.1 Scope. This specification covers the requirements for two types of aviator's breathing oxygen.

1.2 Classification. The oxygen shall be of the following types as specified (6.2):

1.2.1 Types. The types of oxygen are as follows:

Type I - Gaseous

Type II - Liquid

2. APPLICABLE DOCUMENTS

2.1 General. The documents listed in this section are specified in sections 3 and 4 of this specification. This section does not include documents in other sections of this specification or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements documents cited in sections 3 and 4 of this specification, whether or not they are listed.

2.2 Government documents.

2.2.1 Specifications, standards, and handbooks. The following specifications form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the issue of the Department of Defense Index of Specifications and Standards (DoDISS) and supplement thereto, cited in the solicitation (see 6.2).

Beneficial comments (recommendations, additions, deletions) and any pertinent data which may be of use in improving this document should be addressed to SA-ALC/SFSP, 1014 Billy Mitchell Blvd/STE 1, Kelly AFB TX 78241-5603, by using the self-addressed Standardization Document Improvement Proposal (DD Form 1426) appearing at the end of this document or by letter.

AMSC N/A

FSC 6830

DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.

SPECIFICATIONS

DEPARTMENT OF DEFENSE

MIL-S-27626

- Sampler, Cryogenic Liquid

(Unless otherwise indicated, copies of the above specifications are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia PA 19111-5094).

2.3 Non-Government publications. The following documents form a part of this document to the extent specified herein. Unless otherwise specified, the issues of the documents which are DoD adopted are those listed in the issue of the DoDISS cited in the solicitation. Unless otherwise specified, the issues of documents not listed in the DoDISS are the issues of the documents cited in the solicitation (see 6.2).

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- ASTM E 29 - Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications
- ASTM F 307 - Practice for Sampling Pressurized Gas for Gas Analysis
- ASTM F 310 - Practice for Sampling Cryogenic Aerospace Fluids

(Application for copies should be addressed to the American Society for Testing and Materials, 1916 Race Street, Philadelphia PA 19103-1187.)

COMPRESSED GAS ASSOCIATION (CGA)

- CGA G-4.3 - Commodity Specification for Oxygen
- CGA P-15 - Filling of Industrial and Medical Nonflammable Compressed Gas Cylinders

(Application for copies should be addressed to the Compressed Gas Association, Inc, 1725 Jefferson Davis Highway, Arlington VA 22202-4100.)

2.4 Order of precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3. REQUIREMENTS

3.1 Preproduction and periodic inspection. Preproduction and periodic inspection shall be performed as specified in 4.2.

3.2 Purity.

3.2.1 Type I. Gaseous oxygen shall contain not less than 99.5 percent oxygen by volume when tested in accordance with 4.6. The remainder, except for moisture and minor constituents specified in Table I, shall be argon and nitrogen.

3.2.2 Type II. Liquid oxygen shall contain not less than 99.5 percent oxygen by volume when gasified and tested in accordance with 4.6. The remainder, except for moisture and minor constituents specified in Table I, shall be argon and nitrogen.

3.3 Impurities. The oxygen shall be free from all contaminants of known toxicity to the maximum practicable extent. Limitations on specific impurities shall be as follows:

3.3.1 Odor.

3.3.1.1 Type I. Type I oxygen shall contain no odor when tested as specified in 4.6.

3.3.1.2 Type II. Type II oxygen shall contain no odor when tested as specified in 4.6.

3.3.2 Minor constituents. Minor constituents of Types I and II shall not exceed the quantity specified in Table I.

3.3.3 Moisture. Moisture in Types I and II shall not exceed 7 ppm of water vapor or a maximum dew point of -82°F when tested as specified in 4.6.

TABLE I. Constituent concentrations.

Constituent	Maximum concentration in parts per million (by volume)	
	Type I	Type II
Carbon dioxide (CO ₂)	10	5
Methane (CH ₄)	50	25
Acetylene (C ₂ H ₂)	0.1	0.05
Ethylene (C ₂ H ₄)	0.4	0.2
Ethane (C ₂ H ₆) and other hydrocarbons as ethane equivalents	6	3
Nitrous oxide (N ₂ O)	4	2
Halogenated compounds		
Refrigerants	2	1
Solvents	0.2	0.1
Other (each discernible from background noise on infrared spectrophotometer)	0.2	0.1

3.4 Materials. There is no requirement included herein which should be interpreted to exclude the use of reclaimed materials in the manufacture of this commodity.

3.5 Filter. Type II oxygen shall be filtered through a 10-micrometer nominal (40-micrometer absolute) filter located in the fill line to the shipping container.

3.6 Limiting values. The following applies to all specified limits in this specification: For purposes of determining conformance with these requirements, an observed value or a calculated value shall be rounded off "to the nearest unit" in the last right-hand digit used in expressing the specification limit according to the rounding-off method of ASTM Practice E 29 for Using Significant Digits in Test Data to Determine Conformance with Specifications.

3.7 Filled containers (Type I only).

3.7.1 Pressure. Cylinders and tubes shall be within 99 to 100 percent of rated service pressure when tested as specified in 4.5.1. Pressure-Temperature Filling Charts in CGA P-15 may be used.

3.7.2 Leakage. Cylinders shall not leak when tested according to 4.5.2.

4. VERIFICATION

4.1 Classification of inspections. The inspections specified herein are classified as follows:

- a. Preproduction inspection (see 4.2).
- b. Periodic inspection (see 4.2).
- c. Quality Conformance inspection (see 4.3).

4.2 Preproduction and periodic inspections.

4.2.1 Preproduction inspection. Prior to initial delivery of Type I or Type II oxygen, a representative product specimen shall be selected as specified in 4.2.3.1 (Type I) or 4.2.3.2 (Type II) and forwarded to the laboratory designated in the contract or order (6.2). The product shall meet the requirements in 3.2 and 3.3.

4.2.2 Periodic inspection. A representative product specimen of oxygen shall be selected as specified in 4.2.3.1 (Type I) or 4.2.3.2 (Type II) and shall be taken once every 45 calendar days for the duration of the contract. This sample shall be shipped to the laboratory specified in the contract (6.2) for testing to determine compliance with requirements specified in Table I. The specified laboratory shall also test for purity and moisture if there is sufficient sample. The purity and moisture results shall be reported for correlation purposes and shall not be used to determine compliance to requirements of 3.2 or 3.3.3.

4.2.3 Sampling point.

4.2.3.1 Type I oxygen. Samples shall be taken from the manifold during filling operations.

4.2.3.2 Type II oxygen. Samples shall be taken from Type II oxygen storage tanks at the manufacturing site or any distribution facilities. If a

distribution facility is supplied from more than one storage or manufacturing facility, each facility shall be checked as specified above.

4.3 Quality conformance inspection. Quality conformance inspection shall consist of the following:

- a. Individual inspection (see 4.3.2).
- b. Sampling inspection (see 4.3.3).

4.3.1 Place of inspection (see 6.2).

4.3.1.1 Type I oxygen. Quality conformance inspection on cylinders filled with Type I oxygen shall be performed at the site of filling (see 6.2).

4.3.1.2 Type II oxygen. Quality conformance inspection shall be performed on samples taken from Type II oxygen transport container prior to leaving the site of filling. The transport container shall not be permitted to take on further liquid oxygen between inspection at the filling point and arrival at its destination, unless all quality conformance inspections are performed on the contents after such filling.

4.3.2 Individual inspection. Each cylinder filled with Type I oxygen and the contents of each filled container of Type II oxygen shall be subjected to tests as follows:

TEST	TYPE I	TYPE II
Leak test	4.5.2	---
Odor test	---	4.6
Purity test	---	4.6
Moisture test	---	4.6

4.3.2.1 Type II individual inspection. After filling the shipping container, two product specimens shall be drawn from each container. One specimen shall be in liquid state and subjected to the odor test specified in 4.6. The other specimen shall be vaporized and subjected to the purity and moisture tests also specified in 4.6.

TABLE II. Sampling for test

Number of containers in lot	Number of containers to be sampled
1	1
2 - 40	2
41 - 70	3
71 - over	4

4.3.3 Sampling inspection. Randomly selected samples of Type I oxygen as specified in Table II shall be subjected to the following inspection:

Odor test	4.6
Fill pressure	4.5.1

MIL-PRF-27210G

Purity	4.6
Moisture	4.6

The fill pressure test shall be performed prior to the odor, purity, and moisture tests. The cylinder pressure shall be checked after completion of all tests. If the sample cylinder pressure is then found to be below the minimum acceptable value, the cylinder shall be filled to within the acceptable range.

4.3.3.1 Lot definition. Each set of Type I oxygen cylinders filled on the same manifold at the same time shall constitute a lot.

4.3.4 Samplers. The sampler for Type I oxygen shall be a DOT approved cylinder with a water volume of about one liter and rated at about 1800 psig. The sampler for Type II oxygen shall be in accordance with MIL-S-27626 or functionally equivalent thereto. Only liquid samplers that convert the entrapped liquid to gas shall be used. The aliquots taken for analysis are representative samples.

TABLE III. Sampling particulars.

Sampler	Oxygen type	Method	Recommended final pressure
≈1-liter size	I	ASTM F 307	≈1800 psig
TTU-131/E	II	ASTM F 310	400 to 500 psig
P/N 600646	II	Manufacturer's instructions	1300 to 1800 psig

4.3.4.1 Sampling. Unless otherwise specified (see 6.2), oxygen shall be sampled according to the methods of Table III. Sample size shall be sufficient to provide the analyzer with 7 liters of oxygen at 10 atmospheres of pressure.

4.3.4.1.1 Exceptions for ASTM F 310. Replace paragraph 5.1 with "5.1 Ensure that the outlet of the sampling port is clean." Replace paragraph 6.1 with "6.1 Ensure that the outlet of the sampling port is clean."

4.3.4.2 Sample Identification. The following data shall be provided on each sample sent to a Government laboratory for analysis: Item name, specification number, Type (I or II), sample number, sampler serial number, contractor's name, address, phone number and return shipping address for sampler, Government representative's name, address, and phone number, reason for analysis (preproduction, periodic or resample), contract number, and date sample taken.

4.4 Rejection. When any sample of the oxygen fails to conform to the requirements specified herein, the entire lot represented by the sample shall be rejected. Disposition of the rejected product shall be specified by the procuring activity (see 6.2).

4.5 Containers of Type I oxygen.

4.5.1 Filling pressure. Samples shall be tested for proper filling pressure by attaching a calibrated Bourdon-tube gauge or equivalent to the valve outlet and by attaching either a thermocouple or thermometer to the container wall. The gauge shall have scale divisions not greater than 100 kPa (15 psi). If a thermometer is used, tape or putty shall be applied to the bulb to protect it from extraneous temperatures. Putty shall not be applied between the bulb and the cylinder wall. The thermometer shall have scale divisions not greater than 1°C (2°F). The containers shall be stabilized to ambient temperature. Then the valve shall be opened and the internal pressure observed on the gauge.

4.5.2 Leakage. Each Type I oxygen container shall be tested for leaks at the neck threads, stem packing, and safety device of the valve with leak-detection fluid. Valve seat leakage shall be tested by means of a tube from the valve outlet to a container of liquid.

4.6 Analytical procedures. Unless otherwise specified, samples shall be analyzed according to the procedures described in CGA G-4.3 (6.2). Calibration gas standards may be required to calibrate (zero and span) analytical instruments used to determine the purity and impurity contents of the oxygen. The accuracy of the calibration gas standards is to be traceable to the National Institute of Standards and Technology.

5. PACKAGING

5.1 Packaging. For acquisition purposes, the packaging requirements shall be as specified in the contract or order (see 6.2). When actual packaging of materiel is to be performed by DoD personnel, these personnel need to contact the responsible packaging activity to ascertain requisite packaging requirements. Packaging requirements are maintained by the Inventory Control Point's packaging activity within the Military Department or Defense Agency, or within the Military Department's System Command. Packaging data retrieval is available from the managing Military Department's or Defense Agency's automated packaging files, CD-ROM products, or by contacting the responsible packaging activity.

6. NOTES

(This section contains information of a general or explanatory nature that may be helpful but is not mandatory.)

6.1 Intended use. The oxygen covered by this specification is intended for use in aircraft breathing oxygen systems.

6.2 Acquisition requirements. Acquisition documents should specify the following:

- a. Title, number, type and date of this specification.
- b. Issue of DODISS to be cited in the solicitation, and if required, the specific issue of individual documents referenced (see 2.2.1 and 2.3).
- c. The name and address of the laboratory to which the representative product specimen is to be submitted (see 4.2, 6.8, and Table A-1).

- d. When variation in points of inspection are granted (see 4.3.1).
- e. When variation in sampling method is granted (see 4.3.4.1).
- f. Disposition of rejected product (see 4.4).
- g. When a variation in analytical procedures is granted (see 4.6).
- h. Packaging requirements (see 5.1 and A.3.1.6).
- i. When cleaning and repair schedule is required for leased or Government owned containers (see A.3.2).
- j. Instructions for disposition of rejected cylinders (see A.3.2).

6.3 Subject term (key word) listing.

Code, Color
Contaminant
Cryogenic
Cylinder
Filling pressure
Solvent
Infrared spectroscopy
Valve

6.4 International standardization agreements. Certain provisions of this specification are the subject of international standardization agreements ASCC STD 14/9, NATO STANAG 3053, and NATO STANAG 7046. When amendment, revision, or cancellation of this specification is proposed which will modify the international agreement concerned, the preparing activity will take appropriate action through international standardization channels, including departmental standardization offices, to change the agreement or make other appropriate accommodations.

6.5 Changes from previous issue. Marginal notations are not used in this revision to identify changes with respect to the previous issue due to the extent of the changes.

6.6 Containers. As of the date of this specification, the following listed containers are considered acceptable for military use and approved for oxygen as specified by DOT:

6.6.1 Type I (Gaseous).

6.6.1.1 Cylinders of specifications DOT 3A, 3AA, 3AAX and 3E1800.

6.6.2 Samplers.

6.6.2.1 The sampler TTU-131/E for Type II oxygen identified in Table III is shipped in accordance with Department of Transportation exemption DOT-E 3004.

6.6.3.2 Samplers should be suitably packaged to protect them during shipment. Packagings should be inspected and those with large amounts of wear

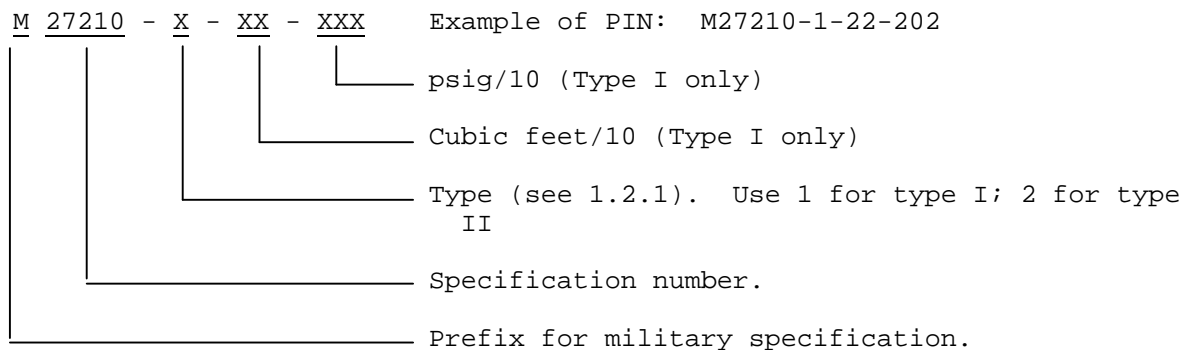
or damage should be replaced to ensure prompt shipment to and from the laboratory.

6.7 Price of services for Government-owned cylinders. The bidder's price for the gas should include the furnishing, at no additional cost, of all services which are required at each and every filling of a cylinder to comply with applicable regulations, specifications, and normal good practices. Such services shall include, but not be limited to inspection, testing, evacuation, and cleaning, and attaching Government-furnished warning tags, when required.

6.8 Government laboratories. Laboratories perform tests on preproduction and periodic samples using the procedures in MIL-STD-1564. These laboratories also participate in the Air Force Aviator's Breathing Oxygen Correlation Program. Contracting officers may obtain a list of approved Government laboratories by contacting San Antonio ALC/SFTT, 1014 Billy Mitchell Blvd/STE 1, Kelly AFB TX 78241-5603. See Table A-1.

6.9 Particulate contamination. Particulate matter may be introduced and accumulate during transfer and storage of oxygen. Recommend that users control particulate matter by the installation of filters in oxygen transfer lines.

6.10 Part or identifying number (PIN). The PINs to be used for oxygen acquired to this specification are created as follows:



6.11 Compatibility of Materials. AEP-33, *Guide to Methods of Test for Compatibility of All Materials Used in Oxygen Rich Environments*, may be used as a reference manual for guidance to improve methods of test for compatibility of all materials used in oxygen rich environments.

Custodians:
Navy - AS
Air Force - 68

Preparing Activity:
Air Force - 68

(Project 6830-1022)

Review activities:
DLA - GS

Civil Agencies Coordinating Activities:
NASA - JFK

MIL-PRF-27210G
APPENDIX A

GUIDANCE FOR THE PREPARATION OF ACQUISITION DOCUMENTS

A.1 SCOPE

A.1.1 This appendix provides guidance to ensure that all the requirements of this specification are implemented by acquisition documents and applies to all Departments and Agencies of the Department of Defense. This appendix is not a mandatory part of the specification. The information contained herein is intended for guidance only.

A.2 APPLICABLE DOCUMENTS

- ANSI-Z540.1 - Laboratories, Calibration, and Measuring and Test Equipment
- ISO 10012-1 - Equipment, Metrological Confirmation System for Measuring
- MIL-DTL-2 - Valves, Cylinder, Gas (for Compressed or Liquefied Gases), General Specification For
- MIL-STD-101 - Color Code for Pipelines and for Compressed Gas Cylinders
- MIL-STD-1411 - Inspection and Maintenance of Compressed Gas Cylinders

A.3 PROVISIONS

A.3.1 In order to ensure that aviator's breathing oxygen conforms to this specification and meets the requirements for aircraft life support systems, the following clauses should be tailored for inclusion in acquisition documents:

A.3.1.1 Quality assurance. The contractor is responsible for the performance of all inspection requirements (examination and tests) required by the contract including specification MIL-PRF-27210. Facilities suitable for the performance of the inspections shall be used. The Government reserves the right to perform any of the inspections where such inspections are deemed necessary to ensure supplies and services conform to prescribed requirements.

A.3.1.2 Inspection at source. In CONUS and where available in overseas areas, inspection shall be performed by the Defense Contract Management Command (DCMC) at the filling plant and/or the place of service performance. The ordering activity shall forward a copy of the delivery order on liquid and gaseous aviator's breathing oxygen to the applicable DCMC inspection office at the time of issuance to the contractor.

A.3.1.3 Acceptance. Government inspection shall be performed at source. Final inspection and acceptance shall be performed at destination.

A.3.1.4 Inspection and calibration procedures. The contractor shall have written procedures for the following:

- a. Inspection of shipping containers for cleanliness and suitability.
- b. Sampling and testing of product from shipping containers.

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APPENDIX A

The contractor shall calibrate test equipment in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

A.3.1.5 Sampling. Samples required by paragraphs 4.2.1 and 4.2.2 of MIL-PRF-27210 shall be delivered at the expense of the contractor to one of the laboratories listed in Table A-1 or other laboratories authorized by SA-ALC/SFTT, 1014 Billy Mitchell Blvd/STE 1, Kelly AFB TX 78241-5603.

A.3.1.6 Cylinders. Compressed gas cylinders shall be inspected, maintained and charged according to MIL-STD-1411.

A.3.1.6.1 Valves. Valves shall conform to MIL-DTL-2.

A.3.1.6.2 Color Coding. Government-owned cylinders shall be color coded according to MIL-STD-101.

A.3.1.7 Identification tag. An identification tag impervious to climatic conditions shall be wired to the outlet port of each container and shall contain the following information: Product name, specification number with revision letter, type designation, National Stock Number (NSN), quantity, name of manufacturer, name of contractor (if different from manufacturer), date of manufacture, and lot identification number.

A.3.1.8 Test reports. Test reports shall accompany each shipment and may be provided on the contractor's internal form, a letter of transmittal, or the product DD Form 250. For type I, the reports shall include the values obtained from the odor, fill pressure, purity and moisture tests. For type II, the reports shall include the values obtained from the odor, purity, and moisture tests.

A.3.2 Other provisions should be considered to include the following:

- a. Method of shipment.
- b. Type and capacity of container.
- c. A cleaning and repair schedule for cylinders
- d. Instructions for disposition of rejected cylinders.

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APPENDIX A
AMENDMENT 1

TABLE A-1. Laboratories.

CALIFORNIA	National Technical Systems Bldg 368 4920 46 th St McClellan AFB CA 95652-1346	JAPAN (Kadena AB)	Aerospace Fuels Laboratory (FP2083) Det 44, SA-ALC/SFTLG Bldg 854 Kadena Air Base, Okinawa JA APO AP 96368-5162
	Aerospace Fuels Laboratory (FP2075) OL SA-ALC/SFTLE 1747 Utah Ave, Bldg 6670 Vandenberg AFB CA 93437-5220	MAINE	Aerospace Fuels Laboratory (FP2071) Det 20, SA-ALC/SFTLB Trundy Rd, Bldg 14 Searsport ME 04974
FLORIDA	Aerospace Fuels Laboratory (FP2078) OL SA-ALC/SFTLH 15251 Scrub Jay Street, Bldg 54800 Cape Canaveral AFS FL 32920	NORTH CAROLINA	Naval Aviation Depot Code 4.3.4.4 Bldg 4032 MCAS Cherry Point NC 28533
	Naval Aviation Depot NAS Materials Engineering Lab Test & Corrosion/Wear Branch Code 4.3.4.7 Jacksonville FL 32212-0016	OHIO	Aerospace Fuels Laboratory (FP2070) Det 13, SA-ALC/SFTLA Bldg 70 2430 C St, Suite 1 Wright-Patterson AFB OH 45433-7632
	Aerospace Fuels Laboratory (FP2072) Det 21, SA-ALC/SFTLC 5311 North Boundary Blvd, Bldg 1121 MacDill AFB FL 33621-5005	UNITED KINGDOM (RAF Mildenhall)	Aerospace Fuels Laboratory (FP2080) OL SA-ALC/SFTLF Bldg 725 RAF Mildenhall UK APO AE 09459
HAWAII	MALSEK 1 st MAWSE Attn: Cryogenics, Box 63048 MCBH Kaneohe Bay HI 96863-3048	VIRGINIA	Mid-Atlantic Regional Materials Test Lab Code 134.22 9349 Fourth Ave Bldg V-61 Norfolk VA 23511-2116
ITALY (Aviano AB)	Aerospace Fuels Laboratory (FP2084) OL SA-ALC/SFTLJ Bldg 1048 Area F Aviano AB Italy APO AE 09604	WASHINGTON	Aerospace Fuels Laboratory (FP2074) Det 35, SA-ALC/SFTLD 10 Park Ave C, Bldg 1 Mukilteo WA 98275-1618

STANDARDIZATION DOCUMENT IMPROVEMENT PROPOSAL

INSTRUCTIONS

1. The preparing activity must complete blocks 1, 2, 3, and 8. In block 1, both the document number and revision letter should be given.
2. The submitter of this form must complete blocks 4, 5, 6, and 7.
3. The preparing activity must provide a reply within 30 days from receipt of the form.

NOTE: This form may not be used to request copies of documents, nor to request waivers, or clarification of requirements on current contracts. Comments submitted on this form do not constitute or imply authorization to waive any portion of the referenced document(s) or to amend contractual requirements.

I RECOMMEND A CHANGE:

1. DOCUMENT NUMBER
MIL-PRF-27210 G

2. DOCUMENT DATE (YYMMDD)
970404

3. DOCUMENT TITLE : OXYGEN AVIATOR'S BREATHING, LIQUID AND GAS

4. NATURE OF CHANGE Identify paragraph number and include proposed rewrite, if possible. Attach extra sheets as needed.)

5. REASON FOR RECOMMENDATION

6. SUBMITTER

a. NAME (Last, First, Middle Initial)

b. ORGANIZATION

c. ADDRESS (Include Zip Code)

d. TELEPHONE (Include Area Code)
(1) Commercial
(2) AUTOVON
(if applicable)

7. DATE SUBMITTED
(YYMMDD)

8. PREPARING ACTIVITY

a. NAME
SA-ALC/SFSP

b. TELEPHONE Include Area Code)
(1) Commercial (2) AUTOVON
(210) 925-7847 945-7847

c. ADDRESS (Include Zip Code)
1014 BILLY MITCHELL BLVD, STE 1
KELLY AFB, TX 78241-5603

IF YOU DO NOT RECEIVE A REPLY WITHIN 45 DAYS, CONTACT:
DEFENSE QUALITY AND STANDARDIZATION OFFICE
5203 Leesburg Pike, Suite 1403, Falls Church, VA 22401-3466
Telephone (703) 756-2340 AUTOVON 289-2340

METRIC

A-A-59503A
9 November 2006
SUPERSEDING
A-A-59503
1 June 2000

COMMERCIAL ITEM DESCRIPTION

NITROGEN, TECHNICAL

The General Services Administration has authorized the use of this commercial item description for all federal agencies.

1. **SCOPE.** This commercial item description (CID) covers two types of nitrogen: liquid and gaseous. Each type of nitrogen can be obtained in two different technical grades based on nitrogen purity and limits on oxygen and moisture impurity content. Liquid nitrogen is used as a cooling agent for low temperature and cryogenic processes to shield temperature sensitive materials and equipment from the effects of heat. Gaseous nitrogen is used to purge or pressurize systems or provide inert atmospheres. The list of intended use includes, but is not limited to, pressurizing fuel tanks, hydraulic system accumulators, aircraft struts, rocket engine propellant systems, and carbon dioxide cylinders; purging aircraft oxygen converters; and purging and calibrating instruments. Since some systems are sensitive to oil contamination, gaseous nitrogen is divided into two classes: oil free and oil tolerant. Class 1, oil free nitrogen, is used for applications which cannot tolerate hydrocarbons, such as the purging of oxygen equipment. Class 2, oil tolerant nitrogen, is used for pressurizing oil-containing systems such as aircraft struts.

2. **CLASSIFICATION.** The nitrogen shall conform to the following types, grades, and classes:

2.1 **Type.** The type of technical nitrogen shall be as specified (see 7.4(b)).

Type I - gaseous

Type II - liquid

2.2 **Grade.** The grade of technical nitrogen shall be as specified (see 7.4(c)).

Grade A - 99.95 percent pure nitrogen

Grade B - 99.50 percent pure nitrogen

Beneficial comments, recommendations, additions, deletions, clarifications, etc. and any data that may improve this document should be sent to: STDZNMGT@dla.mil or Defense Supply Center Richmond (DSCR), ATTN: DSCR-VEB, 8000 Jefferson Davis Highway, Richmond, VA 23297-5616.

2.3 Class. The class of technical nitrogen shall be as specified (see 7.4(d)).

Class 1 - oil free

Class 2 - oil tolerant (type I only)

3. SALIENT CHARACTERISTICS

3.1 Nitrogen purity. The amount of nitrogen in the material shall be a minimum of 99.95 percent by volume (v/v) for grade A nitrogen or 99.50 percent v/v for grade B nitrogen. This includes trace amounts of neon, argon and helium. The purity shall be determined by one of the methods described in Compressed Gas Association (CGA) G-10.1, "Commodity Specification for Nitrogen".

3.2 Oxygen content. The amount of oxygen in the material shall have a maximum of 0.05 percent v/v for grade A nitrogen, or 0.5 percent v/v for grade B nitrogen. The oxygen content shall be determined by one of the methods described in of CGA G-10.1.

3.3 Moisture content. The amount of moisture in the material shall have a maximum of 26 parts per million (ppm) for both grades A and B nitrogen. The moisture content shall be determined by one of the procedures described in of CGA G-10.1.

3.4 Odor. The nitrogen shall have no odor when tested in accordance with CGA G-10.1.

4. REGULATORY REQUIREMENTS

4.1 Recovered materials. The offeror/contractor is encouraged to use recovered materials to the maximum extent practicable, in accordance with paragraph 23.403 of the Federal Acquisition Regulation (FAR).

5. PRODUCT CONFORMANCE PROVISIONS

5.1 Product conformance. The products provided shall meet the salient characteristics of this CID, conform to the producer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial marketplace. The government reserves the right to require proof of such conformance.

5.2 Market acceptability. The product offered must have been previously sold either to the government or on the commercial market.

5.2.1 Market acceptability criterion. The company must be able to show data from tests or process monitoring that demonstrates the ability of the product to meet the salient characteristics of technical grade nitrogen.

6. PACKAGING

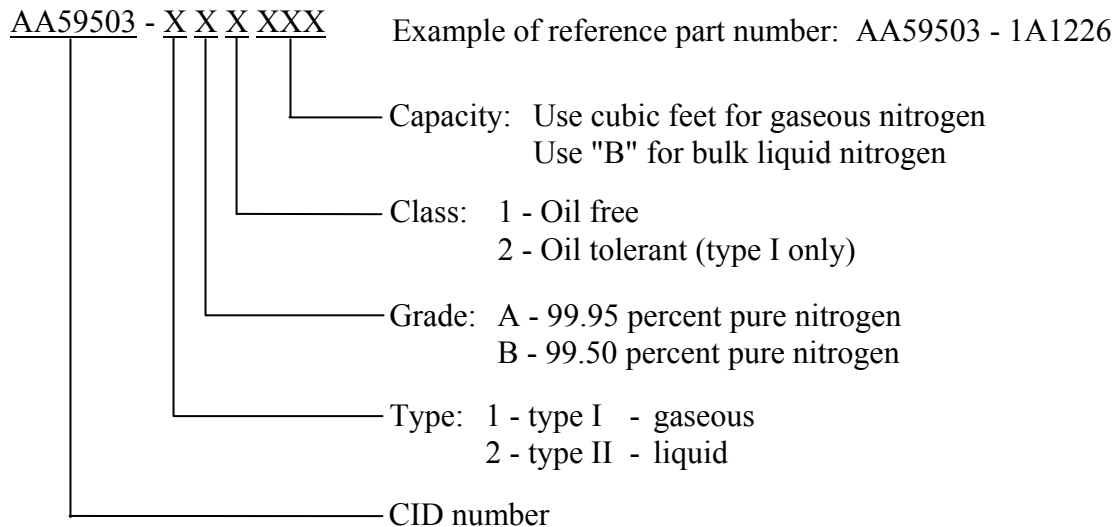
6.1 Preservation, packing, and marking. Preservation, packing, and marking shall be as specified in the acquisition order (7.4(e)).

6.2 Packaging and special markings. All government owned cylinders that have been provided for filling shall be reconditioned as necessary in accordance with MIL-STD-1411. DoD cylinders shall conform to RR-C-901, their valves to MIL-DTL-2 and the cylinders color coded in accordance with MIL-STD-101. The capacity in cubic feet for gaseous nitrogen or "B" for bulk liquid nitrogen shall be as specified (see 7.4(f)).

6.3 Palletization. The palletization of material shall be as specified in the acquisition order (see 7.4(g)). MIL-HDBK-774 may be used as a guideline for palletization.

7. NOTES

7.1 Part or identification number (PIN). The following PIN procedure is for government purposes and does not constitute a requirement for the contractor.



7.2 Sources of documents.

7.2.1 FAR. The FAR may be obtained from the Superintendent of Documents, P.O. Box 371954, Pittsburgh, PA 15250-7954. Electronic copies of FAR documents may be obtained from <http://www.arnet.gov/far/>.

7.2.2 Federal specifications and standards. Copies of federal specifications and standards may be obtained from General Services Administration, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza SW, Suite 8100, Washington, DC 20407. Electronic copies of federal specifications and standards may be obtained from <http://assist.daps.dla.mil>.

7.2.3 Military specifications, standards, and handbooks. Copies of military specifications, standards, and handbooks may be obtained from Standardization Documents Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094. Electronic copies of military specifications and standards may be obtained from <http://assist.daps.dla.mil>.

7.2.4 CGA standards. Copies of CGA standards may be obtained from the Compressed Gas Association, 4221 Walney Road, 5th Floor, Chantilly, VA 20151-2923. Electronic copies of CGA standards may be obtained from <http://www.cganet.com/>.

7.3 International standardization agreements (ISAs). Certain provisions of this CID (section 3) are subject of international standardization agreements AIR-STD-15/10, AIR-STD-15/11, AIR-STD-15/12, and NATO STANAG 3624. When amendment, revision, or cancellation of this specification is proposed which will modify the international agreement concerned, the preparing activity will take appropriate action through international standardization channels, including departmental standardization offices, to change the agreement or make other appropriate accommodations.

7.4 Ordering data. The acquisition order should specify the following:

- a. CID document number, revision, and CID PIN.
- b. Type of technical nitrogen (see 2.1).
- c. Grade of technical nitrogen (see 2.2).
- d. Class of technical nitrogen (see 2.3).
- e. Preservation, packing, and marking requirements (see 6.1).
- f. Capacity (see 6.2).
- g. Palletization requirements (see 6.3).

7.5 National stock number (NSNs). The following is a list of NSNs assigned that correspond to this CID. The list may not be indicative of all possible NSNs associated with the CID.

TABLE I. Technical nitrogen NSNs.

NSN	Type	Grade	Class	Cylinder capacity
6830-00-134-3709	I	A	1	12
6830-00-192-9067	I	B	1	113
6830-00-656-1596	I	A	1	226
6830-01-028-9402	I	B	1	226
6830-01-040-3847	I	B	1	0.32
6830-01-250-2888	I	B	2	226
6830-01-265-4068	I	B	1	336
6830-01-283-8777	I	B	2	336
6830-01-386-4846	I	A	1	38

TABLE I. Technical nitrogen NSNs - Continued.

NSN	Type	Grade	Class	Cylinder capacity
6830-01-431-0639	I	B	1	494
6830-01-441-0798	I	B	1	336
6830-01-441-0875	I	B	1	226
6830-01-441-0903	I	A	1	187
6830-01-441-2983	I	A	1	226
6830-01-508-3010	I	B	1	336
6830-01-508-3035	I	B	1	226
6830-01-508-3041	I	B	1	226
6830-01-512-8735	I	A	1	226
6830-01-512-8792	I	B	1	113
6830-01-512-8809	I	B	1	226
6830-01-512-8894	I	B	1	276
6830-01-512-8897	I	B	1	336
6830-01-512-8918	I	B	1	494
6830-01-512-8929	I	B	2	336

7.6 Valve outlet connections.

7.6.1 Cautionary note. The valve outlet connection for oil tolerant nitrogen should be different from oil free valve outlet connections to prevent the erroneous use of oil tolerant nitrogen cylinders for oil free applications. A reverse flow typically occurs during an oil tolerant operation (pressurizing oil-containing systems, e.g. aircraft struts). As a result, cylinders are contaminated with oil and can not be used for oil free applications.. Therefore it must not be used for oil free applications.

7.6.2 Valve connections. The applicable standard for valve connections is CGA V-1, "Standard for Compressed Gas Cylinder Valve Outlet and Inlet Connections". The connections listed in table II apply.

TABLE II. Valve connection numbers.

Pressure (psi)	<3,000	>3,000
Class 1	580	680
Class 2	590	621

7.7 Subject term (key word) listing.

compressed gas
cylinder
valves

MILITARY INTERESTS:

Custodians:

Army - AV
Navy - SH
Air Force - 68

Review activities:

Army - AR, EA, MD1
Navy - AS, MC, OS, YD
DoD - DS

CIVIL AGENCY
COORDINATING ACTIVITY:

GSA - FSS

Preparing activity:

DLA - GS3

(Project 6830-2005-001)

NOTE: The activities listed above were interested in this document as of the date of this document. Since organizations and responsibilities can change, you should verify the currency of the information above using the ASSIST database at <http://assist.daps.dla.mil>.

CONTRACTOR PERFORMANCE DATA SHEET

Please submit the requested information for government and non-government contracts or subcontracts held (not to exceed 3 years since completion) for contracts that are similar to the requirements of this solicitation. Those contracts and/or subcontracts submitted may include those still in progress, however they should have a minimum of one year's performance history.

☐ Please mark this box if you have not performed under contracts that are similar in nature to the solicitation requirements.

COMPANY NAME	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	PRODUCT SUPPLIED	QTY	METHOD OF DELIVERY	PLACE OF PERFORMANCE	PERIOD OF PERFORMANCE	SUBCONTRACTING PLAN (YES OR NO)

TRANSPORT EQUIPMENT DELAY CERTIFICATE

1. CONSIGNOR	2. CONSIGNEE	3. PRODUCT
4. CARRIER	5. TRAILER NUMBER	6. DATE SHIPPED
7. FREIGHT BILL NUMBER	8. CBL NUMBER	9. SEAL NUMBER

10. LOADING/UNLOADING INFORMATION					
	DATE RECEIVED	TIME		DATE RECEIVED	TIME
A. ARRIVED			D. FINISH		
B. ACCEPTED FOR LOADING/UNLOADING			E. UNIT RELEASED		
C. START			F. TOTAL HOUR HELD		

11. REASON FOR DELAY *(Make a complete statement adequately describing each segment of delay, amount of time on each delay, and whether delay was the responsibility of carrier or consignee/consignor)*

12. DETENTION CERTIFICATION STATEMENT : I certify that the above information is true and correct to the best of my knowledge.

SIGNATURE AND TITLE OF CONSIGNEE	SIGNATURE AND TITLE OF SHIPPER	SIGNATURE OF DRIVER
----------------------------------	--------------------------------	---------------------

13. NOTE TO CARRIER: A copy of "TRANSPORT EQUIPMENT DELAY CERTIFICATE" must accompany each detention invoice to provide documentation for invoice certification and payment.